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JAN 21 1986 -11 25 AM
INTERSTATE COMMERCE COMMISSION

ICC WASHINGTON, D.C.
JAN 21 10 24 AM '86
MOTOR VEHICLE UNIT

PACCAR Inc

Business Center Building
P.O. Box 1518
Bellevue, Washington 98009
Telephone (206) 455-7400

No.
Date JAN 21 1986
Fee \$ 40.00

January 3, 1986 12783-1

JAN 21 1986 -11 25 AM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
ICC Washington, D.C.

6-081A021

RE: RAILEASE Inc - MILW Equipment Lease; RAILEASE Inc Equipment Trust, Assignment, 1981 Series A - Amendment Agreement

Madam:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there are submitted herewith for filing and recordation counterparts of the following documents:

- H-
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- (1) Amendment to Equipment Lease, dated as of August 1, 1985, amending an Equipment Lease dated as of October 31, 1980 between RAILEASE Inc, as lessor and RICHARD B. OGILVIE, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, as lessee (six executed counterparts).
 - (2) Amendment Agreement dated as of December 18, 1985, amending an Equipment Trust Agreement dated as of January 15, 1981 between THE CONNECTICUT BANK AND TRUST COMPANY, N.A., as Trustee, and RAILEASE Inc, a Washington corporation, and amending an Assignment dated as of January 15, 1981 between the said Trustee as Assignee and RAILEASE Inc as Assignor (six executed counterparts).

The address of RAILEASE Inc is 777 - 106th Avenue N.E., Bellevue, Washington 98004, and the address of THE CONNECTICUT BANK AND TRUST COMPANY, N.A. is One Constitution Plaza, Hartford, Connecticut 06115. The address of THE MILWAUKEE ROAD INC., successor lessee under the foregoing described lease, is 518 west Jackson Boulevard, Chicago, Illinois 60606.

The Equipment Lease now amended by the Amendment to Equipment Lease was originally filed with the ICC on January 19, 1981 at 1:35 p.m. and assigned recordation number 12783. The Equipment Trust Agreement amended by the Amendment Agreement was originally filed with the ICC on May 20, 1981 at 9:25 a.m. and assigned Recordation No. 12783-B. The Assignment amended by the Amendment Agreement was

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originally filed with the ICC on May 20, 1981 at 9:25 a.m. and assigned Recordation No. 12783-C. We request that the Amendment to Equipment Lease and this Amendment Agreement be assigned the next available letter designations under such primary number.

Also, please cross-index, if necessary, the Amendment Agreement with the Equipment Lease dated as of October 31, 1980 between RAILEASE Inc as lessor and Richard B. Ogilvie, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, as lessee, filed January 19, 1981 at 1:35 p.m., Recordation No. 12783

The equipment currently leased under the Equipment Lease remains unchanged. The equipment covered by the Amendment Agreement to the Equipment Trust Agreement and the Assignment remains unchanged and is described on Exhibits A and B hereto, respectively. The Amendment Agreement and the Amendment to Equipment Lease change the identity of the lessee under the Equipment Lease to the Milwaukee Road Inc., which has acquired all rights and assumed all obligations of the former lessee (RICHARD B. OGILVIE, as Trustee) under said Equipment Lease.

Enclosed is a check in the amount of \$40 to cover the ICC recordation and cross-indexing fees.

Please retain one counterpart of this letter and the above-described documents for your files, and return the remaining counterparts, with the filing data stamped thereon, to the undersigned, in the return envelope provided.

If possible, I would appreciate a telephone call at (206) 455-7544 advising me when recordation has occurred, pending receipt of the documents to be returned to me by mail.

Very truly yours,



Phillip E. Gladfelter
Counsel

Attachments

EXHIBIT A

Exhibit A
to
Amendment Agreement
Dated as of December 18, 1985

SCHEDULE B

TO EQUIPMENT TRUST AGREEMENT

Description of Existing Lease

<u>Lease/Lessee</u>	<u>No. of Units</u>	<u>Road Numbers (incl.)</u>	<u>Unit Description</u>	<u>AAR Mechanical Designation</u>
Equipment Lease dated 10/31/80, as amended, between RAILEASE Inc, lessor, and The Milwaukee Road Inc., a Minnesota corporation, lessee (and successor to the rights and obligations of Richard B. Ogilvie, trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, debtor, as former lessee) (ICC recordation #12783 (1/19/81, 1:35 p.m.)).	500	MILW 81200- MILW 81699	52 6" general purpose gondola cars	GB

EXHIBIT B

Exhibit B
to
Amendment Agreement
Dated as of December 18, 1985

EXHIBIT A
TO
ASSIGNMENT

Lease and leased Trust Equipment subject to the Assignment*

<u>Lease/Lessee</u>	<u>No. of Units</u>	<u>Road Numbers (incl.)</u>	<u>Unit Description</u>	<u>AAR Mechanical Designation</u>
Equipment Lease dated 10/31/80, as amended, between RAILEASE Inc, lessor, and The Milwaukee Road Inc., a Minnesota corporation, lessee (and successor to the rights and obligations of Richard B. Ogilvie, trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, debtor, as former lessee) (ICC recordation #12783 (1/19/81, 1:35 p.m.)).	462	MILW 81238- MILW 81699	52 6" general purpose gondola cars	GB

*Information set forth under column headings is for Existing Lease only.

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INTERSTATE COMMERCE COMMISSION

AMENDMENT TO EQUIPMENT LEASE

An Equipment Lease (the "Lease") and Participation Agreement dated as of October 31, 1980 were executed between RAILEASE Inc. as lessor ("Lessor"), and Richard B. Ogilvie, Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, debtor, as lessee ("Lessee"), which Lease has been recorded with the Interstate Commerce Commission under the provisions of 49 USC §11103 under recordation number 12783 on January 19, 1981 at 1:35 p.m., and has also been deposited with Registrar General of Canada on January 22, 1981 at 11:20 a.m. and notice thereof published in the Canada Gazette on February 7, 1981, pursuant to Sections 86(1) and (2) of the Railway Act, R.S.C. 1970, Chapter R-2, as amended. Under said Lease, Lessor has leased to Lessee 500 52'6" general purpose gondola cars (AAR mechanical designation GB) bearing road numbers MILW 81200 through MILW 81699 (both inclusive).

By Order No. 809 dated February 19, 1985, entered in Proceedings for the Reorganization of a Railroad, No. 77B8999, United States District Court for the Northern District of Illinois, Eastern Division, in the matter of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, the Court approved execution by the Debtor's Trustee of an Asset Purchase Agreement dated as of April 6, 1984 among Soo Line Railroad Company (a Minnesota corporation), SLRCO, Inc. (a Minnesota corporation) and Richard B. Ogilvie, as Trustee of the Property of the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY ("Debtor"). Said Order of the Court also references approvals of the Interstate Commerce Commission and other approvals relating to the transactions contemplated in such Asset Purchase Agreement. Pursuant to such Asset Purchase Agreement (as amended and clarified February 19, 1985), SLRCO, Inc., purchased certain rail assets of the Debtor, including all interest of the Debtor as Lessee under the Lease and related Participation Agreement, and assumed and agreed to perform, pay and discharge the liabilities and obligations of the Debtor and its Trustee under the Lease and related Participation Agreement, the Trustee thereupon being relieved of further obligations under the Lease and related Participation Agreement. In addition, upon purchase of the Debtor's interest in the Lease by SLRCO, Inc., Soo Line Railroad Company, an affiliate of SLRCO, Inc., by an agreement executed February 19, 1985 expressly guaranteed SLRCO, Inc.'s undertakings to assume and to perform, pay and discharge the liabilities and obligations of the Debtor and the Trustee under the Lease and related Participation Agreement. Subsequently, the corporate name of SLRCO, Inc. was changed to "The Milwaukee Road Inc."

Accordingly, the Lease and related Participation Agreement each is hereby amended to substitute The Milwaukee Road Inc., a Minnesota corporation, as Lessee under the Lease and related Participation Agreement effective February 19, 1985 and to release Richard B. Ogilvie as Trustee of Debtor from all obligations or liabilities of Lessee under the Lease and related

Participation Agreement. SLRCO, Inc. hereby expressly confirms its prior agreement for the benefit of, and agrees with, RAILEASE Inc. as Lessor to assume and to perform, pay and discharge all liabilities and obligations of the Lessee under the Lease and related Participation Agreement.

The Lease and related Participation Agreement, as hereby amended, each is in all respects ratified and confirmed by Lessor and Lessee and each remains in full force and effect.

This Amendment may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

This Amendment has been executed as of August 1, 1985.

LESSOR: RAILEASE INC.

ATTEST:

By *Robert W. Decker*
Its Authorized Officer

By *M. Carpenter*
Secretary

LESSEE: THE MILWAUKEE ROAD INC.
A Minnesota Corporation

ATTEST:

By *C. T. Leary*
Its V. P. Transportation

By *Arlene R. Holmes*
Secretary

Acknowledged:

Richard B. Ogilvie
Richard B. Ogilvie
As Trustee of the Property of
Chicago, Milwaukee, St. Paul
and Pacific Railroad Company,
Debtor

SOO LINE RAILROAD COMPANY, a
Minnesota Corporation, hereby
confirms its Guaranty dated
February 19, 1985 of the payment
and performance of the obligations
of The Milwaukee Road Inc., as lessee
under the foregoing Equipment Lease.

by *Carl J. Quinn*
its

GUARANTOR

STATE OF WASHINGTON)

COUNTY OF KING)

ss.:

On this 18th day of December, 1985, before me personally appeared R. W. DICKEY, to me personally known, who by me being duly sworn, says that he is an authorized officer of RAILEASE Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

[Signature]
Notary Public

My commission expires: 7/1/86

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

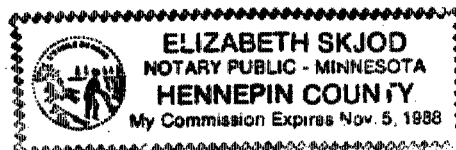
ss.:

On this 18th day of DECEMBER, 1985, before me personally appeared C.C. Leary, to me personally known, who by me being duly sworn, says that he is an authorized officer of The Milwaukee Road Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

[Signature]
Notary Public

My commission expires:



STATE OF ILLINOIS)

COUNTY OF COOK)

ss.:

On this 25th day of November, 1985, before me personally appeared Richard B. Ogilvie, to me personally known who by me being duly sworn, says that he is Trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, and that the foregoing instrument was signed by him not individually but solely as trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor.

(Seal)

[Signature]
Notary Public

My commission expires: July 23, 1988

STATE OF MINNESOTA)

) ss.:

COUNTY OF HENNEPIN)

On this 18th day of December, 1985, before me personally appeared Earl J. Curri, to me personally known, who by me being duly sworn, says that he is an authorized officer of SOO LINE RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Elizabeth Skjod
Notary Public

My commission expires:

